Each of the Stockholders severally and not jointly represents and warrants to the Parent and the Purchaser as follows:

Section 5.1 Organization and Qualification. Such Stockholder is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization with the requisite organizational power to carry out the transactions contemplated hereby.

Section 5.2 Authorization. The execution, delivery and performance by such Stockholder of this Agreement and the consummation of the transactions contemplated hereby are within the organizational powers of such Stockholder and have been duly authorized by all necessary action on the part of such Stockholder. Assuming the due execution and delivery of this Agreement by each other party hereto, this Agreement constitutes a valid and binding obligation of such Stockholder enforceable against such Stockholder in accordance with its terms, except as such enforceability may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws of general application affecting the enforcement of creditors' rights generally and to general principles of equity, whether invoked in a proceeding in equity or at law.

Section 5.3 Consents and Approvals. The execution, delivery and performance by such Stockholder of this Agreement and the consummation of the transactions contemplated hereby require no action by or in respect of, or filing with, or notice to any governmental or regulatory body, agency or official which, if not obtained or made, will prevent, materially delay or materially burden the transactions contemplated by this Agreement. Neither the execution, delivery and performance by such Stockholder of this Agreement, nor the consummation by such Stockholder of the transactions contemplated hereby, will (i) violate, conflict with, or result in a breach of, any provision of the organizational documents of such Stockholder or (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any Contract to which such Stockholder is a party, or by which its properties or assets may be bound, excluding in the case of clause (ii) any violations, breaches or defaults which would not prevent consummation of the transactions contemplated hereby.

Section 5.4 Litigation. There are no claims, actions, suits, approvals, investigations, informal objections, complaints or proceedings pending against such Stockholder before any court, arbitrator, or administrative, governmental or regulatory authority or body, nor is such Stockholder subject to any order, judgment, writ, injunction or decree, which in any such case is reasonably likely to prevent, materially delay or materially burden the transactions contemplated hereby.

Section 5.5 Brokers. The Parent and the Purchaser shall have no liability for any brokerage, finder's or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Stockholder.

Article VI

Covenants

Section 6.1 Conduct of Business of the Company. Except as expressly contemplated by this Agreement or otherwise consented to in writing by the Purchaser, during the period from the date of this Agreement to the Closing Date, the Company shall conduct the Business in the ordinary course, and will not intentionally take any actions that would result in a breach of the Company's representations and warranties contained herein or that could reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, prior to the Closing Date, the Company will not, without the prior written consent of the Purchaser: (i) sell, pledge, dispose of or encumber its assets, except for sales of inventory in the ordinary course of the Business and sales of Excluded Assets; (ii) other than borrowings from the Stockholders for working capital purposes, incur any indebtedness for borrowed money, issue or sell any debt securities, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual or entity, or make any loans or advances; (iii) except as otherwise required by law, enter into, adopt or amend in any material respect, any material agreement or plan for the benefit of its employees; or (iv) acquire (by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof or make any material investment either by purchase of stock or securities, contributions to capital, property transfer or purchase of any material amount of property or assets, in any other individual or entity. Notwithstanding the foregoing, the Company may (x) take any action that is consented to or approved by the Purchaser pursuant to the Management Agreement, (y) pay, settle or compromise any liabilities of the Company for amounts that are no greater than the stated amounts thereof, and (z) return to vendors and settle or compromise any liabilities of the Company with respect to surplus equipment constituting Excluded Assets.

Section 6.2 Filings and Other Actions. Each of the parties shall use all commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate and make effective, as soon as reasonably practicable, the transactions contemplated hereby. Without limiting the generality of the foregoing, each of the parties shall (i) make all required filings with or applications to the Federal Communications Commission, the public service or public utilities commissions of the States of Alabama, Georgia, Louisiana, Mississippi and Florida and all other governmental bodies and regulatory authorities no later than ten Business Days after the execution of this Agreement, (ii) use all commercially reasonable efforts to obtain all licenses, permits, approvals, authorizations, waivers and consents of all third parties necessary for the consummation of the transactions contemplated hereby, (iii) use all commercially reasonable efforts to oppose, lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby; and (iv) use all commercially reasonable efforts to fulfill all conditions to this Agreement.

Section 6.3 Access to Information; Confidentiality.

(a) Subject to the terms of the Confidentiality Agreement (as defined below), from the date hereof to the Closing Date, the Company shall, and shall cause its subsidiaries, officers, directors, employees and agents to, afford the directors, officers, employees, agents, representatives and advisors of the Purchaser reasonable access at all reasonable times to its officers, employees, agents, properties, books, records and contracts, and shall furnish the Purchaser all financial, operating and other data and information as the Purchaser may reasonably request. That certain letter agreement dated January 9, 2001 between Brown Brothers Harriman & Co. (on behalf of the Purchaser) and the Company (the "Confidentiality Agreement") with respect to, among other things, confidential treatment of information provided by the Company and its representatives to the Purchaser and its representatives shall remain in full force and effect and shall survive the execution and delivery of this Agreement and the termination of this Agreement for any reason whatsoever.

(b) Subject to the terms of the Confidentiality Agreement (with the obligations of the Purchaser thereunder applied *mutatis mutandis* to the Company and its representatives, agents and Affiliates), the Parent and the Purchaser shall, and shall cause their officers, directors, employees and agents to, afford the directors, officers, employees, agents, representatives and advisors of the Company reasonable access at all reasonable times to their officers, employees, agents, properties, books, records and contracts, and shall furnish the Company all financial, operating and other data and information as the Company may reasonably request.

(c) At all times following the Closing, the Company shall afford the Purchaser and its representatives reasonable access during normal business hours to all books and records of the Company that are not transferred to the Purchaser, including Tax records. The Company shall retain all such records following the Closing and, upon the liquidation of the Company, shall afford the Purchaser the opportunity to retain such records on its own behalf.

Section 6.4 Public Announcements. The parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by law.

Section 6.5 No Solicitation.

(a) The Company shall, and shall use its commercially reasonable efforts to cause its Affiliates and each of its and their respective officers, directors, employees, representatives, consultants, investment bankers, attorneys, accountants and other agents immediately to, cease any discussions or negotiations with any other person or legal entity that may be ongoing with respect to any Acquisition Proposal (as defined below). The Company shall not take, and shall use its commercially reasonable efforts to cause its Affiliates and its and their respective officers, directors, employees, representatives, consultants, investment bankers, attorneys, accountants or other agents or Affiliates not to take, any action (i) to encourage, solicit, initiate or facilitate, directly or indirectly, the making or submission of any Acquisition Proposal, (ii) to enter into any agreement, arrangement or understanding with respect to any Acquisition Proposal, or to agree to approve or endorse any

Acquisition Proposal or enter into any agreement, arrangement or understanding that would require the Company to abandon, terminate or fail to consummate the transactions contemplated by this Agreement, or (iii) to facilitate or further in any other manner any inquiries or the making or submission of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal; provided, however, that the Company, in response to an unsolicited Acquisition Proposal that did not result from a breach of this Section 6.5(a) and otherwise in compliance with its obligations under Section 6.5(c) hereof, may (x) request clarifications from, or furnish information to (but not enter into discussions with) any person or legal entity which makes such unsolicited Acquisition Proposal if (A) such action is taken subject to a confidentiality agreement with terms not more favorable to such person or legal entity than the terms of the Confidentiality Agreement (as in effect on the date hereof), (B) such action is taken solely for the purpose of obtaining information reasonably necessary to ascertain whether such Acquisition Proposal is, or could reasonably likely lead to, a Superior Proposal (as defined below), and (C) a majority of the members of the Board of Directors of the Company reasonably determines in good faith upon consultation with counsel that it is necessary to take such actions in order to comply with the fiduciary duties of the Board of Directors of the Company under Delaware law; or (y) participate in discussions with, request clarifications from, or furnish information to, any person or legal entity which makes such unsolicited Acquisition Proposal if (A) such action is taken subject to a confidentiality agreement with terms not more favorable to such third party than the terms of the Confidentiality Agreement (as in effect on the date hereof), (B) a majority of the members of the Board of Directors of the Company reasonably determines in good faith that such Acquisition Proposal may reasonably be expected to lead to a Superior Proposal, and (C) a majority of the members of the Board of Directors of the Company reasonably determines in good faith upon consultation with counsel that it is necessary to take such actions in order to comply with the fiduciary duties of the Board of Directors under applicable law.

(b) Neither the Board of Directors of the Company nor any committee thereof shall (i) withdraw, modify or amend, or propose to withdraw, modify or amend, in a manner adverse to Parent or Purchaser, any approval, adoption or, as the case may be, recommendation of the transactions contemplated by this Agreement, or (ii) approve or recommend, or propose to approve or recommend, any Acquisition Proposal; provided that the Company may recommend to its stockholders an Acquisition Proposal and, in connection therewith, withdraw or modify its approval or recommendation of the transactions contemplated by this Agreement if (w) the Company has complied with its obligations under Sections 6.5(a) and 6.5(c), (x) a majority of the Board of Directors of the Company have determined upon consultation with an independent financial advisor that the Acquisition Proposal is a Superior Proposal, (y) all the conditions to the Company's right to terminate this Agreement in accordance with Section 8.1(d) hereof have been satisfied, and (z) simultaneously with such withdrawal, modification or recommendation, this Agreement is terminated in accordance with Section 8.1(d) hereof.

"Acquisition Proposal" shall mean (i) any inquiry, proposal or offer from any person or legal entity or group of persons or legal entities relating to any direct or indirect acquisition or purchase of a majority or more of the consolidated assets of the Company and its Subsidiaries or a majority or more of the outstanding equity securities of the Company, (ii) any tender offer or exchange offer that, if consummated, would result in any Person beneficially owning a majority or

more of the outstanding equity securities of the Company, (iii) any merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company, or (iv) any other transaction the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by this Agreement or which could reasonably be expected to dilute materially the benefits to the Parent of the transactions contemplated hereby.

"Superior Proposal" shall mean a *bona fide* written Acquisition Proposal made by a third party to acquire all of the capital stock of the Company pursuant to a tender offer, a merger or consolidation or a sale of all of the assets of the Company (i) on terms which a majority of the members of the Board of Directors of the Company reasonably determines in good faith upon consultation with an independent financial advisor to be more favorable to the Company and its stockholders (in their capacity as such) than the transactions contemplated hereby (taking into account the extent to which the transactions contemplated hereby are proposed to be modified by the Parent in accordance with Section 8.1(d)), and (ii) which is reasonably capable of being consummated (taking into account, among other things, all legal, financial, regulatory and other aspects of such proposal and the identity of the person making such proposal).

(c) In addition to the obligations of the Company set forth in Section 6.5(a), on the date of receipt or occurrence thereof, the Company shall advise Purchaser of any Acquisition Proposal or any request for information, inquiry, proposal, discussions or negotiation with respect to any Acquisition Proposal, specifying the terms and conditions thereof, and the Company shall, within two Business Days of the receipt thereof, promptly provide to Purchaser copies of any written materials received by the Company in connection with any of the foregoing, and the identity of the person or legal entity making any such Acquisition Proposal or such request, inquiry or proposal or with whom any discussions or negotiations are taking place. The Company shall keep the Purchaser fully informed of the status and material details (including amendments or proposed amendments) of any such request or Acquisition Proposal and keep the Purchaser fully informed as to the material details of any information requested of or provided by the Company and as to the details of all discussions or negotiations with respect to any such request, Acquisition Proposal, inquiry or proposal, and shall provide to the Purchaser within two Business Days of receipt thereof all written materials received by the Company with respect thereto.

Section 6.6 Change in Name. Within three Business Days following the Closing, the Company shall change its corporate name to "AIC Holdings Corporation."

Section 6.7 Employment Matters.

(a) From the date hereof through the Closing Date, the Company shall make its employees available to the Purchaser for the purpose of enabling the Purchaser to identify those Company employees to whom the Purchaser wishes to extend offers of employment. Prior to the Closing, the Purchaser may (but shall not be obligated to) extend offers of employment to selected employees of the Company on terms that the Purchaser deems appropriate, which offers shall be contingent upon consummation of the transactions contemplated hereby, and the Purchaser shall

identify to the Company in writing all employees to whom offers of employment have been made not less than five Business Days prior to the Closing Date. All such employees who are offered employment and accept employment with the Purchaser are referred to herein as the "Transferred Employees." The Purchaser shall provide the Transferred Employees with employee benefits that are substantially similar to benefits afforded similarly situated employees of the Purchaser, and shall waive all preexisting condition limitations in its insurance plans and credit time served with the Company and its Subsidiaries for purposes of determining eligibility and vesting under its insurance and other employee benefit plans (other than the Parent's stock option plans), in each case to the extent permitted under the terms of such plans. To the maximum extent permitted by applicable law, the Purchaser shall permit Transferred Employees participating in the Company's 401(k) plan to transfer their account balances to the Purchaser's 401(k) plan as soon as reasonably practicable following the Closing. To the extent required by applicable law, the Purchaser will provide COBRA benefits under Section 4980B of the Code to the former employees of the Company. The Purchaser and the Company agree to use the alternative procedure set forth in Section 5 of Revenue Procedure 84-77, 1984 Cum. Bull. 753, to treat all Transferred Employees as having one employer for payroll tax and compliance purposes during the entire calendar year 2001.

(b) Except as provided in Section 6.7(a) with respect to COBRA benefits, those employees who are not offered employment by the Purchaser, or who decline the Purchaser's offer of employment, shall remain the sole responsibility of the Company. In the event that the transactions contemplated hereby are not consummated for any reason, the Purchaser and Parent agree that they will not hire any Company employee for a period of 120 days following the date of termination of this Agreement without the Company's consent, which consent shall not be unreasonably withheld; provided, however, that the foregoing prohibition shall not apply to any employees that are terminated by the Company or that voluntarily leave the employ of the Company other than in response to a direct solicitation by the Purchaser or the Parent.

Section 6.8 Discharge of Liabilities. All checks and similar instruments issued by the Company that are outstanding on the Closing Date shall be honored by the Company upon presentment subsequent to the Closing Date. Immediately following the Closing, the Company shall discharge in full all known Excluded Liabilities and shall upon request provide appropriate evidence of such discharge to the Purchaser. Immediately following such discharge, ~~the satisfaction of all purchase price adjustments pursuant to Section 2.3,~~ the Company shall dissolve and shall commence a liquidation pursuant to Sections 280 and 281 of the Delaware General Corporation Law (the "DGCL") pursuant to a Plan of Liquidation in substantially the form of Exhibit ~~GH~~ hereto. The Plan of Liquidation shall provide, among other things, that (i) any person or legal entity entitled to receive Preferred Stock ~~or Warrants~~ issued to the Company pursuant to Section 1.3 as a result of such liquidation will be required to execute and deliver a copy of the Stockholders Agreement prior to receiving such Preferred Stock ~~or Warrants~~ in such liquidation; (ii) to the extent that the Company's liabilities upon dissolution exceed the Liabilities Settlement Amount, the Company or the Stockholders shall be permitted to discharge such liabilities through the delivery of shares of Preferred Stock, provided that any recipient of Preferred Stock shall be required to execute and deliver a copy of the Stockholders Agreement prior to receiving such Preferred Stock; [and (iii) to the maximum

extent permitted by applicable law, in the event that any persons other than the Stockholders are entitled to receive any shares of Preferred Stock issued to the Company pursuant to Section 1.3 as a result of such liquidation or discharge of liabilities, the Company agrees to convert such shares into Common Stock prior to any distribution or delivery thereof to such other persons and, if such other persons do not constitute "accredited investors" as defined in Regulation D of the Securities and Exchange Commission, the Company shall, in lieu of distribution or delivery of such shares, pay cash to such other persons in an amount equal to the value of the shares such other persons would otherwise be entitled to receive.]

Section 6.9 Directors' and Officers' Insurance. For a period of six years from the Closing Date, the Purchaser shall either (i) maintain in effect the Company's current directors' and officers' liability insurance covering those persons who are currently covered on the date of this Agreement by such policy (a copy of which has been heretofore delivered to the Parent); provided, however, that in no event shall Parent be required to expend in any one year an amount in excess of $50,000 to maintain such coverage; and provided, further, that if the annual premiums of such insurance coverage exceed such amount, the Purchaser shall be obligated to obtain a policy with the greatest coverage available for a cost not exceeding such amount, or (ii) cause the Parent's or the Purchaser's directors' and officers' liability insurance then in effect to cover such persons with respect to those matters covered by the Company's directors' and officers' liability insurance policy. Notwithstanding the foregoing, the Purchaser may substitute for such policies other policies (including, without limitation a "tail" policy) providing the coverage required by this Section 6.9 and containing other terms and conditions which are substantially equivalent to the Company's existing coverage, and provided that said substitution does not result in any gaps or lapses in coverage with respect to matters occurring prior to the Closing.

Article VII

Conditions to Closing

Section 7.1 Conditions to Each Party's Obligation. The respective obligations of each party to effect the Closing are subject to the satisfaction or waiver prior to the Closing Date of the following conditions:

(a) No Legal Prohibition. No statute, rule, regulation or order shall be enacted, promulgated, entered or enforced by any court or governmental authority which would prohibit consummation by such party of the transactions contemplated hereby.

(b) Regulatory Approvals. All required approvals from the Federal Communications Commission and the public service or public utilities commissions or similar regulatory authorities of the States of Alabama, Georgia, Louisiana, Mississippi and Florida shall have been obtained.

(c) No Injunction. Such party shall not be prohibited by any order, ruling, consent, decree, judgment or injunction of a court or regulatory agency of competent jurisdiction from consummating the transactions contemplated hereby.

Section 7.2 Conditions to Obligations of the Purchaser and the Parent. The obligations of the Purchaser and the Parent to close the transactions contemplated hereby shall be subject to the fulfillment and satisfaction, prior to or at the Closing, of the following conditions:

(a) Representations and Covenants. The representations and warranties of the Company and the Stockholders contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date (other than representations and warranties made only as of a specified date, which shall be true and correct in all material respects as of such date). The Company and the Stockholders shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to the Closing Date. Each of the Company and the Stockholders shall have delivered to the Purchaser a certificate dated the Closing Date to the foregoing effect as to its own representations, warranties, covenants and agreements. Notwithstanding the foregoing, no action taken by the Purchaser pursuant to the Management Agreement shall be deemed to constitute a breach of the Company's representations, warranties, covenants and agreements hereunder for purposes of this Section 7.3(a).

(b) Approvals. All governmental and material third party approvals, consents, permits or waivers necessary for consummation of the transactions contemplated by this Agreement (including transfer of the Company's CIC Code) shall have been obtained in form and substance reasonably satisfactory to the Purchaser and the Parent.

(c) Opinion of Counsel. The Purchaser shall have received the opinion of Gordon, Arata, McCollam, Duplantis & Eagan, LLP, counsel to the Company, in substantially the form of Exhibit HI hereto.

(d) Amendment to Lucent Facility. Lucent and GE Capital Corporation shall have entered into an amendment to the Credit Agreement dated as of October 6, 2000 with the Parent and the Purchaser to evidence Lucent's consent to the transactions contemplated hereby and to incorporate the terms set forth in Exhibit IJ hereto, in form and substance satisfactory to the Parent and the Purchaser (the "Lucent Amendment").

(e) Equity Documents. The transactions contemplated by the Stock Purchase Agreement shall have been consummated, and each of the Stockholders and the Company (and each other person receiving shares of Preferred Stock pursuant to the Stock Purchase Agreement) shall have executed or otherwise agreed to be bound by the Amended and Restated Stockholders Agreement dated as of the date of Closing (the "Stockholders Agreement") among the Parent and the stockholders of the Parent signatory thereto in substantially the form of Exhibit JK hereto.

(f) Delivery of Audited Financials. The Company shall have delivered to the Parent and the Purchaser its audited consolidated financial statements for the year ended December 31, 2000, which financial statements shall reflect no material adverse differences from the Unaudited Financial Statements.

(g) Landlords' Estoppel Letters. The Purchaser shall have received (to the extent required by the Purchaser's lenders) a landlord's consent and estoppel letter with respect to each lease of real property by the Company or its Subsidiaries in form and substance reasonably satisfactory to the Purchaser.

Section 7.3 Conditions to Obligations of the Company and the Stockholders. The obligations of the Company and the Stockholders to close the transactions contemplated hereby shall be subject to the fulfillment and satisfaction, prior to or at the Closing, of the following conditions:

(a) Representations and Covenants. The representations and warranties of the Purchaser and the Parent contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date (other than representations and warranties made only as of a specified date, which shall be true and correct in all material respects as of such date). The Purchaser and the Parent shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Purchaser and the Parent on or prior to the Closing Date. The Purchaser and the Parent shall have delivered to the Company and the Stockholders a certificate dated the Closing Date to the foregoing effect.

(b) Approvals. All governmental approvals, consents, permits or waivers necessary for consummation of the transactions contemplated by this Agreement which, if not obtained, would result in a material liability to the Company or the Stockholders shall have been obtained in form and substance reasonably satisfactory to the Company and the Stockholders.

(c) Opinion of Counsel. The Company shall have received the opinion of Correro Fishman Haygood Phelps Walmsley & Casteix, LLP, counsel to the Company, in substantially the form of Exhibit KL hereto.

(d) Equity Documents. The Parent shall have filed the Amended and Restated Certificate with the Delaware Secretary of State and the Parent and each of the Parent's existing stockholders signatory thereto shall have executed and delivered the Stockholders Agreement.

Article VIII

Termination

Section 8.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) By mutual written consent of the parties.

(b) By the Company or the Stockholders: (i) if the Closing Date shall not have occurred on or before June 30, 2001 other than as a result of a breach by the Company or the Stockholders of their representations, and warranties ~~or other obligations~~ hereunder, or (ii) if, prior to the Closing Date, the Purchaser or the Parent fails to perform in any material respect any of their respective obligations under this Agreement after notice and a reasonable opportunity to cure such failure; provided, however that this Agreement may not be terminated pursuant to this Section 8.1(b) if the Company or either of the Stockholders is in material breach of its obligations hereunder.

(c) By the Purchaser or the Parent: (i) if the Closing Date shall not have occurred on or before June 30, 2001 other than as a result of a breach by the Purchaser or the Parent of their respective representations, and warranties ~~or other obligations~~ hereunder, or (ii) if, prior to the Closing Date, the Company or the Stockholders fail to perform in any material respect any of their respective obligations under this Agreement after notice and a reasonable opportunity to cure such failure; provided, however that this Agreement may not be terminated pursuant to this Section 8.1(c) if the Purchaser or the Parent is in material breach of its obligations hereunder; and provided, further, that no action taken by the Company after the date hereof at the direction or with the express consent of the Purchaser may serve as a basis for a termination pursuant to this Section 8.1(c).

(d) By the Company at any time prior to Closing, if a Superior Proposal is received and a majority of the members of the Board of Directors of the Company determines in good faith upon consultation with counsel that it is necessary to terminate this Agreement and enter into an agreement to effect the Superior Proposal in order to comply with the fiduciary duties of the Board of Directors under applicable law; provided, however, that the Company may not terminate this Agreement pursuant to this Section 8.1(d) unless and until (x) five Business Days have elapsed following delivery to the Purchaser of a written notice of such determination by the Board of Directors and during such five Business Day period the Company has fully cooperated with the Purchaser, including without limitation informing the Purchaser of the terms and conditions of such Superior Proposal and the identity of the person or legal entity making such Superior Proposal, with the intent of enabling both parties to agree to a modification of the terms and conditions of this Agreement so that the transactions contemplated hereby may be effected; (y) at the end of such five Business Day period the Acquisition Proposal continues to constitute a Superior Proposal, and a majority of the members of the Board of Directors of the Company continues to determine in good faith that it is necessary to terminate this Agreement and enter into an agreement to effect the Superior Proposal in order to comply with the fiduciary duties of the Board of Directors under applicable law; and (z) prior to such termination, the Purchaser has received payment of all amounts due pursuant to Section 10.7 hereof by wire transfer in same day funds and, simultaneously or substantially simultaneously with such termination, the Company enters into a definitive acquisition, merger, asset purchase or similar agreement to effect the Superior Proposal.

(e) By the Parent or the Purchaser at any time prior to the Closing Date, if (i) either (x) the Company shall have (A) withdrawn, modified or amended, or proposed to withdraw, modify or amend, in a manner adverse to the Parent or the Purchaser, the approval, adoption or recommendation, as the case may be, of the transactions contemplated by this Agreement, or (B) approved or recommended, or proposed to approve or recommend, any Acquisition Proposal, or (y) the Company's Board of Directors or any committee thereof shall have resolved to take any of the actions set forth in the foregoing clause (x); or (ii) if there shall have been a breach by the Company of any provision of Section 6.5.

(f) By the Stockholders upon payment of the amounts required by Section 10.7 in the event that the Stockholders are required, or reasonably anticipate that they will be required, to advance to or on behalf of the Company subsequent to the date hereof amounts in excess of $_____ [$17.5 million less advances under the Loan Agreement prior to the date hereof] (the "Maximum Funding Amount") in order to consummate the transactions contemplated hereby, including amounts required to fund the Company's ongoing operating losses prior to the Closing, to discharge the Excluded Liabilities (including without limitation or duplication the Additional Discharge Amount, employee severance obligations and litigation, dissolution and closing costs) and to eliminate any Working Capital Shortfall; provided, however, that not less than five Business Days prior to any termination pursuant to this Section 8.1(f) the Stockholders shall deliver to the Purchaser a certificate setting forth in reasonable detail all such amounts expended by the Stockholders through such date and estimates of all such anticipated expenditures, together with sufficient supporting information to enable the Purchaser to verify such actual and anticipated expenditures and, prior to the expiration of such period of five Business Days, the Purchaser shall not have waived any obligation of the Stockholders to make expenditures in excess of the Maximum Funding Amount in order to eliminate any Working Capital Shortfall. In the event of such waiver, the Stockholders shall not be entitled to terminate this Agreement pursuant to this Section 8.1(f) unless and until the Stockholders' actual or reasonably anticipated expenditures for the purposes described above other than the elimination of any Working Capital Shortfall exceed the Maximum Funding Amount.

Section 8.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 8.1 hereof, all obligations of the parties under this Agreement shall terminate without liability of any party to any other party, except (i) that the obligations set forth in Sections 6.3, 6.4 and 10.7 of this Agreement and in the Confidentiality Agreement shall survive any such termination and (ii) for liability for actual fraud or willful breach of this Agreement.

Article IX

Indemnification

Section 9.1 Survival of Representations, Warranties, Covenants and Agreements. The parties shall have the right to rely fully upon the representations, warranties, covenants and agreements contained in this Agreement or in any certificate delivered hereunder. The representations

and warranties of the parties shall not survive the Closing, and only the covenants and agreements of the parties shall survive the Closing for the term of the statute of limitations applicable thereto.

Section 9.2 Obligation of the Company and the Stockholders to Indemnify. Subject to the limitations contained in Section 9.4, the Company and, upon dissolution of the Company and the distribution of its assets in accordance with Section 6.8 of this Agreement and Section 281(b) of the DGCL, the Stockholders (severally and not jointly) shall indemnify and hold harmless the Purchaser and the Parent (and their directors, officers, employees, Affiliates, successors and assigns) from and against all losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys' fees and disbursements) (collectively, "Losses") based upon or arising out of (i) any breach of any covenant or other agreement of the Company, its Subsidiaries or the Stockholders contained in this Agreement or in any document or other instrument delivered hereunder, and (ii) the Excluded Liabilities.

Section 9.3 Obligation of the Purchaser and the Parent to Indemnify. The Purchaser and the Parent shall jointly and severally indemnify and hold harmless the Company and the Stockholders (and their directors, officers, employees, Affiliates, successors and assigns) from and against all Losses based upon or arising out of (i) any breach of any covenant or agreement of the Purchaser or the Parent contained in this Agreement or in any document or other instrument delivered hereunder, and (ii) the Assumed Liabilities.

Section 9.4 Limitations of Indemnity.

(a) Notwithstanding the foregoing, (i) no claim for indemnification shall be asserted with respect to any single Loss in an amount less than $10,000 (it being understood that all Losses arising from the same operative facts and circumstances shall be deemed a single aggregate Loss); (ii) no amounts shall be payable by any party under this Article IX unless and until the aggregate amount otherwise payable by such party in the absence of this clause exceeds $100,000, in which event all amounts in excess of such amount (but only such amounts in excess) shall be due; (iii) neither Stockholder shall be liable hereunder for a breach of covenant by the other Stockholder; (iv) with respect to any single claim against the Stockholders hereunder (other than a claim against an individual Stockholder for a breach of such Stockholder's covenants), neither Stockholder shall be liable for any portion of such claim in excess of such Stockholder's pro rata share thereof (determined by reference to the relative percentages of the shares of Preferred Stock issued pursuant to Section 1.3 that are received by the Stockholders in the liquidation of the Company); (v) the Company and, after the dissolution of the Company and the distribution of its assets in accordance with Section 6.8 of this Agreement and Section 281(b) of the DGCL, the Stockholders, shall not be liable for any Losses suffered by the Parent and/or the Purchaser in an amount exceeding the Purchase Price or, in the case of any Stockholder, that portion of the Purchase Price distributed to such Stockholder in accordance with the plan of distribution enacted pursuant to Section 6.8 hereof; and (vi) the Purchaser and the Parent shall not, in the aggregate, be responsible for any Losses suffered by the Company or the Stockholders in amount exceeding the Purchase Price.

(b) In any case where an indemnified party recovers from third parties all or any part of any amount paid to it by an indemnifying party pursuant to this Article IX, such indemnified party shall promptly pay over to the indemnifying party the amount so recovered, but not in excess of any amount previously so paid by the indemnifying party.

Section 9.5 Procedure for Indemnification Claims.

(a) Any indemnified party asserting a right of indemnification provided for under this Article IX in respect of a Claim asserted by a third party (a "Third Party Claim") shall notify the indemnifying party in writing of the Third Party Claim within ten Business Days after receipt by such indemnified party of written notice of the Third Party Claim. As part of such notice, the indemnified party shall furnish the indemnifying party with copies of any pleadings, correspondence or other documents relating thereto that are in the indemnified party's possession. The indemnified party's failure to notify the indemnifying party of any such matter within the time frame specified above shall not release the indemnifying party, in whole or in part, from its obligations under this Article IX except to the extent that the indemnifying party's ability to defend against such claim is actually prejudiced thereby. The indemnifying party agrees (and, at such time as the indemnifying party acknowledges its liability under this Article IX with respect to such Third Party Claim, the indemnifying party shall have the sole and exclusive right) to defend against, settle or compromise such Third Party Claim at the expense of such indemnifying party; provided, however, that the indemnifying party, without the consent of the indemnified party, shall not settle any Third Party Claim unless such settlement (x) does not require the indemnified party to take any action other than pay monetary damages for which the indemnifying party will be responsible in their entirety, (y) does not require the indemnified party to admit to any wrong-doing or fault in respect of such Third Party Claim and (z) contains a full and complete release of the indemnified party from all liability in respect of or relating to such Third Party Claim and the facts and circumstances surrounding such Third Party Claim. The indemnified party shall have the right (but not the obligation) to participate in the defense of such claim through counsel selected by it, which counsel shall be at the indemnified party's expense to the extent that the indemnifying party has assumed the defense of such claim unless counsel for the indemnifying party could not adequately represent the interests of the indemnified party due to an actual or potential conflict of interest, in which case such counsel shall be at the indemnifying party's expense. In no event shall the indemnifying parties be liable hereunder for the fees and expenses of more than one law firm or counsel representing the indemnified parties in connection with such Third Party Claim. The indemnified party shall cooperate with the indemnifying party and provide such assistance at the indemnifying party's expense as the indemnifying party may reasonably request in connection with the defense of such claim, including but not limited to providing the indemnifying party access to and use of all relevant corporate records and making available its officers and employees for depositions, other pre-trial discovery and as witnesses at trial, if required. If the indemnifying party refuses to acknowledge its liability under this Article IX with respect to such Third Party Claim, then the indemnified party shall have the right to control the defense of such Third Party Claim and shall have the right, without the indemnifying party's consent, to settle or compromise such Third Party Claim for the account of the indemnifying party.

(b) In the event of any claim for indemnification hereunder that is not a Third Party Claim, the indemnified party shall give reasonable notice thereof to the indemnifying party and shall afford the indemnifying party access to all relevant corporate records and other information in its possession relating thereto.

(c) If any party becomes obligated to indemnify another party with respect to any claim for indemnification hereunder and the amount of liability with respect thereto shall have been finally determined, subject to the limitations set forth in Section 9.4, the indemnifying party shall pay such amount to the indemnified party in immediately available funds within ten days following written demand by the indemnified party or, at the option of the indemnifying party, through the issuance or surrender (as applicable) of shares of Preferred Stock valued for such purpose at $4.81 per share. Each Stockholder hereby constitutes the Parent as its attorney-in-fact for purposes of effecting any cancellation of shares of Preferred Stock held by such Stockholder in accordance with this Article IX, and the shares of Preferred Stock issued pursuant to Section 1.3 shall bear an appropriate restrictive legend to such effect.

Section 9.6 Exclusive Remedy. Following the Closing, the provisions for indemnification set forth in this Article IX shall be the exclusive remedies of the parties arising out of or in connection with this Agreement, and shall be in lieu of any rights under contract, tort, equity or otherwise (other than claims based on actual fraud or intentional breach of this Agreement).

Article X

General Provisions

Section 10.1 Rules of Construction.

(a) Definitions. For purposes of this Agreement, (i) a "Material Adverse Effect" shall mean (x) with respect to the Company, a material adverse effect on the operations, financial condition or prospects of the Business or on the Transferred Assets, taken as a whole, or on the Company's ability to consummate the transactions contemplated by this Agreement; provided, however, that no Material Adverse Effect shall be deemed to result from (A) the occurrence or failure to occur of any event or change in (x) the general economic conditions of the United States or the Southeastern region of the United states or (y) conditions affecting the CLEC industry generally, or (B) any action taken by or on behalf of or at the direction of the Purchaser under the Management Agreement, and (y) with respect to the Parent and the Purchaser, a material adverse effect on the business, operations or financial condition of the Parent and the Purchaser, taken as a whole; provided, however, that no Material Adverse Effect shall be deemed to result from (A) the occurrence or failure to occur of any event or change in (x) the general economic conditions of the United States or the Southeastern region of the United states or (y) conditions affecting the CLEC industry generally, or (B) any action taken by or on behalf of the Company or any of its Subsidiaries; (ii) "Business Day" shall mean any day except a Saturday, a Sunday or any other day on which

commercial banks are required or authorized to close in New York, New York, Mobile, Alabama, or New Orleans, Louisiana; and (iii) "Affiliate" shall mean means, with respect to any person or legal entity, any other person or legal entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned person or legal entity.

(b) Knowledge. Where a representation or warranty is stated to be based on the knowledge of a party, such phrase shall refer to whether any of such party's president, chief financial officer, vice-presidents, general counsel or directors has actual knowledge of the matters involved.

(c) Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be illegal, invalid, unenforceable or void, then such provision shall be enforced to the extent that it is not illegal, invalid, unenforceable or void, and the remainder of this Agreement, as well as such provision as applied to other persons, places or circumstances, shall remain in full force and effect.

Section 10.2 Waiver. With regard to any power, remedy or right provided in this Agreement or otherwise available to any party, no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

Section 10.3 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given upon actual receipt, if delivered personally or by telex, telegram or telecopy; or five days following deposit in the United States mail, if deposited with postage pre-paid, return receipt requested and addressed to such address as may be specified in writing by the relevant party from time to time, and which shall initially be as follows:

(a) If to the Company:

Actel Integrated Communications, Inc.
1509 Government Street, Suite 300
Mobile, AL 36604
Attention: Scott Ross
Phone:
Fax:

with a copy to:

Gordon, Arata, McCollam, Duplantis & Eagan, LLP
201 St. Charles Avenue, Suite 4000
New Orleans, LA 70170-4000
Attention: Teanna Neskora, Esq.

Phone: (504) 582-1111
Fax: (504) 582-1121

With a further copy to each Stockholder and its counsel

(b) If to the Purchaser or the Parent:

Xspedius Corp.
One Lakeshore Drive, Suite 1900
Lake Charles, LA 70629
Attention: Thomas G. Henning
Phone: (337) 436-9000
Fax: (337) 497-3197

with copies to:

Correro Fishman Haygood Phelps Walmsley & Casteix, LLP
201 St. Charles Avenue, 46th Floor
New Orleans, LA 70170-4600
Attention: Anthony J. Correro III
Phone: (504) 586-5253
Fax: (504) 586-5250

Meritage Private Equity Fund, L.P.
1600 Wynkoop Street, Suite 300
Denver, Colorado 80202
Attention: John R. Garrett
Phone: (303) 352-2040
Fax: (303) 352-2050

(c) If to the Stockholders:

DB Capital Investors, L.P.
c/o DB Capital Partners, Inc.
130 Liberty Street, 25th Floor
New York, NY 10006
Attention: Tyler T. Zachem
Phone: (212) 250-2500
Fax: (212) 250-7651

And

Sandler Capital Management

767 Fifth Avenue
New York, NY 10153
Attention: David C. Lee
Phone: (212) 754-8100
Fax: (212) 826-0280

with a copy in each case to:

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036-8200
Attention: S. Ward Atterbury, Esq.
Phone: (212) 819-8331
Fax: (212) 354-8113

No objection may be made to the manner of delivery of any notice or other communication in writing actually received by a party.

Section 10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana~~Delaware~~, regardless of the choice of laws provisions of Louisiana~~Delaware~~ or any other jurisdiction.

Section 10.4 Entire Agreement. This Agreement (including the attached exhibits and schedules) and the Confidentiality Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreement or understanding, whether written and oral, among the parties or between any of them with respect to the subject matter of this Agreement.

Section 10.5 Amendment and Assignment. This Agreement may be amended only by a written agreement signed by all of the parties. Neither the rights nor the obligations of any party to this Agreement may be transferred or assigned. Any purported assignment of this Agreement shall be null, void and of no effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors. Each party intends that this Agreement shall not benefit or create any right or cause of action in any person other than the parties or as specifically expressed in this Agreement.

Section 10.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which independently shall be deemed to be an original and all of which taken together shall constitute one instrument.

Section 10.7 Expenses.

(a) Except as provided below, each party to this Agreement shall bear all of its own expenses in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby, including without limitation all fees and expenses of its agents, representatives, counsel and accountants.

(b) In the event this Agreement is terminated (i) at a time when the Parent is entitled to terminate this Agreement pursuant to Section 8.1(e) hereof and within 180 days after such termination the Company consummates any transaction resulting from an Acquisition Proposal, or (ii) by the Company pursuant to Section 8.1(d) hereof, then the Company shall pay to the Parent in immediately available funds an amount equal to $1.5 million as reimbursement for all fees, expenses, costs (including costs of lost opportunity) and other expenditures of the Parent and the Purchaser in connection with the transactions contemplated hereby, which amount shall be payable (A) in the case of clause (i) above, immediately prior to the Company's consummation of any transaction resulting from ~~execution of any agreement with respect to~~ an Acquisition Proposal or (B) in the case of clause (ii) above, immediately prior to termination of this Agreement.

(c) In the event that this Agreement is terminated for any reason other than (x) by agreement of the parties pursuant to Section 8.1(a), (y) by the Company or the Stockholders pursuant to Section 8.1(b) or (z) under circumstances that entitle the Parent to receive the payment described in Section 10.7(b) above, and in any such case within 180 days thereafter the Company enters into a sale of all or any substantial portion or its assets or any equity interest in the Company, whether pursuant to a stock or asset purchase, merger or other business combination transaction or otherwise, the Company and the Stockholders shall be jointly and severally liable for the reimbursement of the documented out-of-pocket expenses incurred by the Parent and the Purchaser in connection with the transactions contemplated hereby in an amount up to $250,000.

Section 10.8 Dissolution; Impact of Dissolution. The parties hereto acknowledge that it is the intent of the parties that the Company will be dissolved, as set forth in Section 6.8 of this Agreement, as soon as practicable after the determination of all adjustments pursuant to Section 2.3. Notwithstanding anything to the contrary set forth in this Agreement, the parties hereto further agree that (i) such dissolution shall not in any way be deemed to be a breach of the Company's obligations hereunder and that upon such dissolution, the Company shall have no further obligations whatsoever under this Agreement, and (ii) except as expressly set forth in Article IX of this Agreement or elsewhere herein and irrespective of any obligations otherwise imposed by Sections 280 or 281 of the DGCL, the officers, directors and stockholders (including, without limitation, the Stockholders) shall have no liability whatsoever to the Parent or the Purchaser on account of such dissolution, the distribution or receipt of assets of the Company in such dissolution, or the manner in which such dissolution is effected. The provisions of this Section 10.8 shall in no way impair the obligations of the Stockholders pursuant to Article IX of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first written above.

XSPEDIUS HOLDING CORP.

By: _____
Name:
Title:

XSPEDIUS CORP.

By: _____
Name:
Title:

ACTEL INTEGRATED COMMUNICATIONS, INC.

By: _____
Name:
Title:

DB CAPITAL INVESTORS, L.P.

By DB Capital Partners, L.P., its General Partner
By DB Capital Partners, Inc., its General Partner

By: _____
Name:
Title:

SANDLER CAPITAL MANAGEMENT

By: _____
Name:
Title: